SERBIAN BUSINESS SYSTEMS
Br. 2738
23. 09. 2021 20 ___ god.
BEOGRAD, Beogradska 39

PPA3411SRB21091610132882

UGOVOR

Ugovor sklopljen na dan potpisa godine između:

1. **Serbian Business Systems d.o.o. Beograd** sa sedištem u Beogradu, ul. Beogradska 39, Republika Srbija, organizovano i registrovano u skladu sa zakonima Republike Srbije, kod Agencije za privredne registre Republike Srbije, PIB 100291275 (u daljem tekstu: **Dobavljač**), zastupano od strane Direktora, Nenada Draskovića

2. Huawei Technologies d.o.o. Adresa Beograd, ,GTC zgrada, Airport City, Omladinskih brigada 90d, 11070 Belgrade, 5th floor, building 2200 – Camellia., Srbija (**Kupac**).

Kupac i Dobavljač se takođe mogu označiti pojedinačno kao "Ugovorna strana" i zajednički kao "Ugovorne strane".

Ugovorne strane su saglasne kako sledi:

1. PRILOZI UGOVORA

1.1 Svi Prilozi ovog Ugovora su njegov sastavni deo, i to:

1.1.1 Ponuda Dobavljača od:
29.07.2021.
30.07.2021.
06.08.2021.
(Prilog 1).

2. PREDMET UGOVORA

Predmet ugovora se sastoji u kupoprodaji i isporuci robe u skladu sa ponudama
29.07.2021.
30.07.2021.
06.08.2021.

2.1. Dobavljač se obavezuje da robu iz tačke 2.1 proda i isporuči u smislu opisa, količina i cena u

AGREEMENT

Contract no. executed on day of signing. , herein between:

1. Serbian Business Systems d.o.o, Beograd with the seat in Belgrade, Republic of Serbia, Str. Beogradska 39, organized an d registered in accordance with the laws of the Republic of Serbia, before the Agency for Companies' Register of the Republic of Serbia, VAT 100291275 (hereinafter: "**Supplier**"), represented by the Director Nenad Drasković

2. Huawei Technologies d.o.o. Beograd, a company incorporated under the laws of Republic of Serbia and having its registered office located at Airport City, Omladinskih brigada 90d, 11070 Belgrade, 5th floor, building 2200 – Camellia., Serbia (hereinafter referred to as "Huawei" or **"Contractor")**

The Buyer and Supplier may individually be referred to as the "Party" and collectively as the "Parties".

THEREOF, *the parties agree as herein follows:*

1. APPENDICES TO CONTRACT

1.1 All Appendices to this Contract are its integral part thus being:

1.1.1 Supplier's offer dated
29.07.2021.
30.07.2021.
06.08.2021.
. (Appendix 1)

2. SUBJECT OF THE CONTRACT

Subject of the Contact is sales and purchase of the following goods as per offer dated.
29.07.2021.
30.07.2021.
06.08.2021.

2.1

1

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skladu sa Ponudom koja predstavlja Prilog br. 1 ovog Ugovora

3. PARITET I ROKOVI ISPORUKE

3.1 Ugovorene cene su na paritetu isporučeno u magacin Kupca.

3.2 Dobavljač se obavezuje da robu isporuči u roku od minimum 60 dana od dana prijema porudžbenice.

4. NAKNADA

4.1. Kupac će platiti Dobavljaču ugovorenu cenu u iznosu od 9.615.388,00 RSD bez PDV-a za isporuku robe iz ovog Ugovora u Kupac je obavezan da na navedenu vrednost plati PDV u skladu sa važećim Zakonom o PDV-u.

4.2. Plaćanje ukupne vrednosti ugovora iz tačke 4.1 izvršiće se prema sledećoj dinamici:

- 100 % neto

Plaćanje će se vršiti u RSD, uz prezentaciju originalne fakture, na tekući račun Dobavljača, kod nominovane banke u roku od 30 dana nakon prihvatanja računa od Huawei finansija.

5. KVALITATIVNI I KVANTITATIVNI PRIJEM

5.1. Isporuka robe iz tačke 2.1 ovog Ugovora biće prihvaćena od strane Kupca na osnovu otpremnice izdate od strane Dobavljača, vizuelnim pregledom i brojanjem od strane ovlašćenih lica Kupca u pogledu količine.

6. REKLAMACIJA NA KVALITET I KVANTITET ROBE I GARANTNI ROK

6.1. Nakon prijema isporuke robe iz tačke 2.1 ovog Ugovora, Kupac ima pravo da podnese Dobavljaču reklamaciju u pogledu kvaliteta u roku od 8 dana od dana prijema robe, po svakoj pojedinačnoj isporuci.

2.2 The Supplier is under an obligation to sell and deliver the goods from the article 2.1 in sense of description, quantity and price in accordance with the Quotation which is the Appendix 1 of this Contract

3. PARITY AND DELIVERY DEADINES

3.1. Contracted prices are for the parity of delivery to the warehouse of the Buyer.

3.2. The Supplier is obliged to deliver the goods minimum, 60 days from the date of receipt of the order form.

4. REMUNERATION

4.1. The Buyer shall pay to the Supplier the contracted price 9.615.388, 00 RSD, without VAT. The Buyer is obliged to remunerate VAT for the value of goods in accordance with the valid VAT law.

4.2. The payment of the lump sum of the Contract from the article 4.1 shall be executed as per the following dynamics:

- 100% net

Payment shall be executed in RSD, with the presentation of the original invoice onto the account of the Provider opened with the nominated bank within 30 days from the invoice acceptance date from Huawei finance department.

5. QUALITY AND QUANTITY RECEIPT

5.1. The delivery of the goods from the article 2.1 of this Contract shall be accepted by the Buyer based on the dispatch note issued by the Supplier, and check visually and by having been counted by the responsible persons of the Buyer as with respect to the quantity.

6. QUALITY AND QUANTITY COMPLAINT AND WARRANTY PERIOD

6.1. Upon the receipt of the goods from the article 2.1 of the Contract, the Buyer has the right to submit a claim to the Supplier as with respect to the quantity and quality within 8 days from the date of the goods' receipt per each separate delivery.

6.2. The warranty period for the delivered goods as per this Contract is manufactures guarantee - 60 months; for monitors, it is 36 months and it runs as from the day of the goods' receipt. The contract shall be valid till Dec

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6.2. Garantni rok za isporučenu robu po osnovu ovog Ugovora je proizvođačka garancija od 36 odnosno 60 meseci i ista teče od dana prijema robe.

6.3. Kupac ima pravo da u garantnom roku za svaku robu iz člana 2.1. ovog Ugovora pojedinačno podnese Dobavljaču reklamaciju u vezi sa nedostacima na robi, koji se pojave u toku njene upotrebe i da zahteva otklanjanje istih ili zamenu pojedine robe u primerenom roku, a Dobavljač je dužan da bez odlaganja nedostatke otkloni ili izvrši zamenu robe o svom trošku.

7. RAZNO

7.1. Bilo koja izmena ili odricanje od bilo koje odredbe ovoga Ugovora će biti u pismenoj formi i potpisana od obe Ugovorne strane.

7.2. Ako bilo koja odredba ovog Ugovora u bilo koje vreme bude nevažeća ili je sud ili drugi državni organ proglase takvom, ta nevažnost neće uticati na validnost drugih odredaba ovoga Ugovora koje će se smatrati odvojive. Strane u ovom Ugovoru će u slučaju takve nevažnosti preduzeti sve radnje koje su razumno potrebne u cilju otklanjanja smetnji nevažeće odredbe radi ispunjenja ugovora, uključujući izmene ili dopune ovog Ugovora, pridržavajući se sve vreme zakona i propisa.

7.3. U meri dozvoljenoj pravom Republike Srbije, ovaj Ugovor obavezuje i ovlašćuje pravne sledbenike Ugovornih strana. Ipak, nijedna Ugovorna strana ne sme da prenese bilo koje od svojih prava ili obaveza predviđenih ovim Ugovorom bez prethodne pismene saglasnosti druge Ugovorne strane.

7.4. **Rešavanje sporova** – Bilo koji spor ili zahtev iz ili u vezi ovog Ugovora biće rešen od strane nadležnog suda u Beogradu.

7.5. **Jezik** - Ovaj Ugovor je sačinjen dvojezično na srpskom i na engleskom jeziku. U slučaju spora merodavna je srpska verzija.

7.6. Ovaj Ugovor je sačinjen u 3 (tri) identične kopije, 1 za dobavljaca i 2 za Huawei.

31th 2021 and the supplier shall full the warranty responsibility.

6.3. The Buyer has the right, during the warranty period, to submit to the Supplier a claim for each type of goods from the article 2.1 of this Contract, related to the deficiencies in goods which may occur during its usage and request removal of those deficiencies or replacement of goods in appropriate period, and the Buyer is obliged to remove each deficiency with no postponement or to replace the goods on his account.

7. MISCELLANEOUS

7.1 Any amendment or waiver of any provision of this Agreement shall be in written form and signed by the both Parties.

7.2 If any provision of this Agreement is at any time becomes invalid or null and void or a court or other government authority rules that it is invalid or null and void, such invalidity or nullity shall not affect the validity of the other provisions of this Agreement that shall be severable. In case of the invalidity of any of the provisions, the parties will undertake all actions reasonably necessary to remove the obstacles caused by the null and void provisions with the purpose of fulfilling the contract, including amendments to this Agreement, all the while adhering to laws or regulations.

7.3 To the extent permitted by the law of the Republic of Serbia, this Agreement binds and benefits the respective successors and assigns of the Parties. However, neither Party may transfer any of its rights or obligations under this Agreement without the prior written consent of the other Party.

7.4 **Settlement of Disputes** - Any dispute or claim arising out of or relating to this Agreement shall be settled by the competent court in Belgrade.

7.5 **Language** - This Agreement is compiled bilingually in Serbian English language. In case of dispute the Serbian version shall prevail.

7.6 This Contract is made in 3 (three) identical copies, one for supplier and two for Huawei.

RADI POTVRĐIVANJA NAVEDENOG, Ugovorne strane su potpisale ovaj Ugovor na dan prvi naveden u Preambuli ovog Ugovora.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be signed as of the date written in the Preamble of this Agreement.

Za Kupaca /On behalf of the Buyer

09-21-2021

Dobavljač/The Supplier

Nenad Drasković, Manager

09-23-2021

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Huawei
11 000 Beograd

Serbian Business Systems
Privredno društvo za proizvodnju, promet i zastupanje, d.o.o. Beograd
PIB: 100291275
Matični broj: 07752652
Šifra delatnosti: 4651
www.sbs.rs

Beograd, 30.07.2021. godine.

Dear

According to Your request, company Serbian Business Systems – SBS send you offer for IT equipment.

No	Descrption	Qty	Unit Price RSD	Total Price RSD
1.	30DJSBJU00 ThinkStation P340, Intel Core i3-10100 (3.60GHz, 6MB), Windows 10 Pro 64, 8.0GB, 1x1TB SATA,1x256GB SSD M.2 PCIe NVMe, 5YR Premier NBD	16	100.046,00	1.600.736,00
2.	61F2GAR2EU T32p-20(C19315UT0)31.5inch Monitor-HDMI	21	52.440,00	1.101.240,00
3.	61A9MAT1EU Lenovo T22i-10 -21.5 inch Monitor	5	14.400,00	72.000,00

All prices are in EUR without VAT – 20%.
Payment terms – RSD dinars using selling exchange rate of NBS on Invoice date, 30 days upon invoice accepted
Delivery time 60 days upon receiving purchase form.

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Beogradska 39, 11000 Beograd
Telefon: +381(011) 3302-500
Telefax: +381(011) 3232-655

PIB: 100291275
Matični broj: 07752652

Huawei
11 000 Beograd

Serbian Business Systems
Privredno društvo za proizvodnju, promet i zastupanje, d.o.o. Beograd

Beograd, 29.07.2021. godine.

Dear

According to Your request, company Serbian Business Systems – SBS send you offer for IT equipment.

No	Descrption	Qty	Unit Price RSD	Total Price RSD
1.	7Y03CTO1WW ThinkSystem SR570 - 3yr Warranty	4	592.242,00	2.368.968,00
2.	5WS7A05320 Foundation Service - 2Yr Post Wty NBD Resp SR570	4	84.370,00	337.480,00
3.	7X04CTO1WW ThinkSystem SR550 - 3yr Warranty	1	1.145.426,00	1.145.426,00
4.	5WS7A01654 Foundation Service - 2Yr Post Wty NBD Resp SR550	1	71.980,00	71.980,00
5.	7Y03CTO1WW ThinkSystem SR570 - 3yr Warranty	1	425.508,00	425.508,00
6.	5WS7A05320 Foundation Service - 2Yr Post Wty NBD Resp SR570	1	84.370,00	84.370,00

All prices are in RSD without VAT – 20%.
Payment terms – RSD dinars, 30 days upon invoice accepted
Delivery time 60 days upon receiving purchase form.

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Huawei
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Serbian Business Systems
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PIB: 100291275
Matični broj: 07752652
Šifra delatnosti: 4651
www.sbs.rs

Beograd, 06.08.2021. godine.

Dear

According to Your request, company Serbian Business Systems – SBS send you offer for IT equipment.

No	Descrption	Qty	Unit Price RSD	Total Price RSD
1.	7Y03CTO1WW ServerThinkSystem SR570 - 3yr Warranty	4	**423.240,00**	**1.692.960,00**
2.	7S05CTO3WW software2Windows Server 2019	4	**92.760,00**	**371.040,00**
3.	5WS7A05320 Foundation Service - 2Yr Post Wty NBD Resp SR570	4	**85.920,00**	**343.680,00**

All prices are in RSD without VAT – 20%.
Payment terms – RSD dinars, 30 days upon invoice accepted
Delivery time 60 days upon receiving purchase form.

workstations and Servers

BOQ Header:

Huawei Contract Entity	Huawei Technologies doo Beograd
Contract Currency	RSD
Payment Currency	RSD

BOQ Lines:

The Following Items Apply to Bidding area B0, and Payment terms P0

No.	Description	UOM	Unit Price
1	workstations and Servers as per the agreement	LOT	9615388

Workstations and Servers

1. Bidding Area Definition

Bidding Area Name	Bidding Area Description
B0	Serbia

2. Payment Terms Definition

Payment Terms Name:P0

Payment Method: Telegraphic Transfer (T/T)
Acceptance milestone and payment: There are 1 acceptance milestone. Acceptance payment 1: After AC, it is deemed the delivery progress reach One Hundred Percent (100%),One Hundred Percent (100%) of PO amount shall be invoiced. Payment shall be made within thirty (30) days after the date which invoice accepted by Huawei.

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